



Pullman Standard

RECORDATION NO. 9733 Filed 1425

OCT 4 1978 10 12 AM

INTERSTATE COMMERCE COMMISSION

200 South Michigan Avenue
Chicago, Illinois 60604
(312) 322-7070

October 2, 1978

Hon. H. G. Homme
Acting Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECEIVED
OCT 4 10 43 AM '78
FEE OPERATION BR.
I.C.C.

Dear Sir:

Will you please record, as provided in Section 20c of the Interstate Commerce Act, the Lease Agreement dated September 1, 1978, among the parties set forth below. Eight counterpart originals of the document have been enclosed with this letter, along with a check in the amount of \$50.00.

The information required for such recordation by order of the Interstate Commerce Commission is as follows:

Section 1116.4(b). The names and addresses of the parties to the transaction:

Lessee - Pullman Leasing Company
200 South Michigan Avenue
Chicago, Illinois 60604

Lessor - Pullman Incorporated
(Pullman Standard Division)
200 South Michigan Avenue
Chicago, Illinois 60604

Section 1116.4(c). Description of the equipment

Type	Quantity	Car Nos.	Marked*	A.A.R. Mechanical Designation
100-Ton Triple Open Top Hopper Cars	1,000	489801-490800 Inclusive	As indicated	HT

*Each unit will have stenciled on each side thereof the following legend:

"Pullman Leasing Company, Owner, Lessor"

OCT 4 1978
Date
Fee \$ 50

ICC Washington, D. C.

Mary K. Henderson

2.

Section 1116.4(f) - Six (6) counterpart originals of the document being recorded should be returned to David R. Wood, c/o Pullman Standard, 1616 H Street, N.W., Washington, D.C. 20006.

Very truly yours,

A handwritten signature in cursive script, appearing to read "E. J. Abington". The signature is written in dark ink and is positioned above the typed name "Vice President".

Vice President

Interstate Commerce Commission

Washington, D.C. 20423

10/4/78

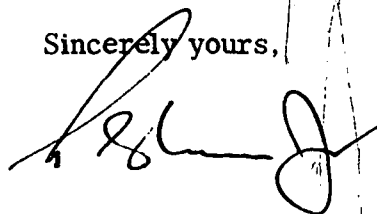
OFFICE OF THE SECRETARY

**David R. Wood
c/o Pullman Standard
1616 H Street, N.W.
Washington, D.C. 20006**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on **10/4/78** at **10:50am**,
and assigned recordation number(s) **9733**

Sincerely yours,



**H.G. Homme, Jr.,
Acting Secretary**

Enclosure(s)

**SE-30-T
(2/78)**

9733

RECORDATION NO. ~~1428~~ 1428

OCT 1 1978 10 52 AM

INTERSTATE COMMERCE COMMISSION

LEASE AGREEMENT

THIS AGREEMENT made this 1st day of September, 1978
by and between PULLMAN INCORPORATED (Pullman Standard Division),
(hereinafter called the "Manufacturer"), and PULLMAN LEASING
COMPANY, (hereinafter called the Company")

WITNESSETH:

The Manufacturer and the Company heretofore entered
into a certain Purchase Agreement covered by Manufacturer's
Lot #9998 whereunder the Manufacturer agreed to construct under
manufacturer's specification dated September 8, 1978, as amended,
and deliver to the Company, and the Company agreed to accept and
pay for the following railroad equipment (hereinafter called the
"Cars"):

1,000 - 100-Ton Triple Open Top

Hopper Cars, 3420 cfc

Car Numbers 489801 - 490800 inclusive

Purchase Agreement is by reference made a part of this Agreement as
fully as though expressly set forth herein.

Delivery of the Cars is tentatively scheduled to begin
on or about October 2, 1978. However, inasmuch as the Company has
not as yet consummated financing arrangements, it is not in position
to accept delivery of and pay for the Cars under the terms of the
Purchase Agreement at this time. The Company represents that such
financing arrangements will be consummated, however, on or before
October 31, 1978.

The Company (in order that it may use the Cars pending completion of the above financing arrangements) has arranged with the Manufacturer to give it temporary custody and possession of the Cars upon their completion, solely as a lessee of such Cars, and the Manufacturer is willing to do so upon the terms and conditions hereinafter stated.

In consideration of the premises, the Manufacturer hereby leases said Cars to the Company for the sum of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, and the Company hereby hires from the Manufacturer the Cars and each of them as of the date each of them is delivered to the Company for the period ending no later than October 31, 1978, said date being the "Termination Date".

After the Company's representative finds that each Car upon completion has been built in accordance with the requirements of the Purchase Agreement, he will execute and deliver to the Manufacturer at its plant a certificate of inspection certifying to that effect. Upon delivery of each Car to the delivery point, the Company's representative will execute a certificate of acceptance acknowledging the receipt of delivery of each Car under this Agreement. Title to the Cars shall remain in the Manufacturer and the Company's right and interest therein is and shall be solely that of possession, custody and use as lessee under this Agreement. Transfer of title shall be effected only at the time of delivery of the bills of sale. The Company, without expense to the Manufacturer, will promptly cause

this Agreement to be filed with the Interstate Commerce Commission for recordation under Section 20c of the Interstate Commerce Act. In addition, the Company shall do such other acts as may be required by law, or reasonably requested by the Manufacturer, for the protection of the Manufacturer's title to and interest in the Cars.

The Company agrees that it will permit no liens of any kind to attach to the Cars; and that it will

- (a) indemnify and save harmless the Manufacturer from any and all claims, expenses or liabilities of whatsoever kind; and
- (b) pay any and all taxes, fines, charges and penalties that may accrue or be assessed or imposed upon the Cars or the Manufacturer because of its ownership or because of the use, operation, management or handling of the Cars by the Company during the term of this Agreement.

The Company's obligations contained in this paragraph shall survive the termination by mutual consent or otherwise of this Agreement.

The Company will, at its own expense, keep and maintain the Cars in good order and running condition and will at its option repair or replace or promptly pay to Manufacturer the purchase price in cash of those Cars which may be damaged or destroyed by any cause during the term of this Agreement. Upon the expiration or other

termination of this Agreement, the Company will surrender and deliver up the Cars in good order and running condition to the Manufacturer free of all charges at the point designated by the Manufacturer.

Prior to the delivery of each Car to the Company, it will be numbered with a car number as hereinbefore indicated, and there shall be plainly, distinctly, permanently, and conspicuously placed and fastened upon each side of each Car a metal plate bearing the following or similar legend, or such legend shall be otherwise plainly, distinctly, permanently, and conspicuously marked on each side of each Car, in either case in letters not less than one inch in height:

"Owned by PULLMAN LEASING COMPANY, Owner, Lessor"

The Company hereby agrees to indemnify the Manufacturer against any liability, loss or expense incurred by it as a result of the placing and fastening of the aforementioned plates or markings on said Cars.

In case, during the continuance of this Agreement, such name plate or mark shall at any time be removed, defaced or destroyed on any Car, the Company shall immediately cause the same to be restored or replaced.

All or any of the rights, benefits or advantages of the Manufacturer (including the right to receive payment of the rental provided for herein) or the right to receive the purchase price of

the Cars as provided in the Purchase Agreement, may be assigned by Manufacturer and reassigned by any assignee at any time or from time to time, provided, however, that no such assignment shall subject any such assignee to any of Manufacturer's guarantees, warranties indemnities, or any other obligations contained in this Agreement or in the Purchase Agreement relating to the Cars. In the event Manufacturer assigns its right to receive the payments herein and/or under the Purchase Agreement, and the Company receives written notice thereof from the Manufacturer, together with a counterpart of such assignment stating the identity and the post office address of the assignee, all payments thereafter to be made by the Company under this Agreement shall, to the extent so assigned, be made to the assignee against proper receipt therefor in form satisfactory to the Company.

In the event of any assignment of the Manufacturer of its rights to receive any payments under this Agreement or under the Purchase Agreement, the rights of such assignee to such payments as may be assigned together with any other rights hereunder which can be and are so assigned, shall not be subject to any defense, set-off, counterclaim, or recoupment whatsoever arising out of any breach of any obligation of the Manufacturer in respect to the Cars, nor subject to any defense, set-off, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Company by the Manufacturer. Any and all such obligations, howsoever arising, shall be and remain enforceable by the Company, its

successors and assigns only against the Manufacturer and its successors and assigns (other than assignees as such of rights, benefits, or advantages assigned pursuant to this Agreement).

The Company agrees with the Manufacturer that the execution by the Manufacturer of this Agreement or the delivery by the Manufacturer to the Company of the Cars, as contemplated by this Agreement, shall not relieve the Company of its obligations to accept, take, and pay for the Cars in accordance with the terms of the Purchase Agreement, or impair any of the Manufacturer's rights under the Purchase Agreement.

ATTEST:

L. F. Reay
Assistant Secretary

PULLMAN INCORPORATED
(Pullman Standard Division)

BY: Stanley Brown
Vice President-Freight Unit

ATTEST:

William O'Rourke
Assistant Secretary

PULLMAN LEASING COMPANY

BY: Hugh C. Oster
President

STATE OF ILLINOIS))
COUNTY OF COOK) SS.

On this 2nd day of October, 1978,
before me personally appeared Stanley Brown to me
personally known, who, being by me duly sworn, says that he is
Vice President of the Freight Unit of Pullman Incorporated
(Pullman Standard Division), that the seal affixed to the
foregoing instrument is the corporate seal of said corporation,
that said instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors and he
acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

Sharon L. Olson
Notary Public

My Commission Expires: August 3, 1980

(Seal)

STATE OF ILLINOIS))
COUNTY OF COOK) SS.

On this 2nd day of October, 1978
before me personally appeared Hugh W. Foster, to
me personally known, who, being by me duly sworn, says
that he is President of PULLMAN LEASING COMPANY, that
the seal affixed to the foregoing instrument is the
corporate seal of said corporation, that said instrument
was signed and sealed on behalf of said corporation by
authority of its Board of Directors and he acknowledged
that the execution of the foregoing instrument was the
free act and deed of said corporation.

Patricia J. Baumhardt
Notary Public

My Commission Expires:
(Seal)

6/23/80